

No.: PCGC

Licensee Name: Auburn Golden Gardeners, Inc

Street Address: East side of Richardson Drive between D and E Avenues, Auburn, CA

SITE ACCESS AGREEMENT
PCGC GARDEN
PLACER COUNTY GOVERNMENT CENTER

This SITE ACCESS AGREEMENT ("Agreement") is made and entered into on the last date shown on the signature page, in Auburn, California, by and between the County of Placer, a political subdivision of the State of California, (hereinafter "COUNTY"), and Auburn Golden Gardeners, Inc, (hereinafter "LICENSEE"). COUNTY and LICENSEE are sometimes hereinafter each singularly referred to as a "PARTY" and collectively referred to as the "PARTIES."

WITNESSETH

WHEREAS, LICENSEE, has requested to use the area located on the east side of Richardson Drive between "D" Avenue West and "E" Avenue West within the Placer County Government Center (known as the PCGC Garden); and,

WHEREAS, LICENSEE desires to provide the PCGC Garden site as a community garden to senior citizens residing in Placer County; and;

WHEREAS, COUNTY is willing to execute a Site Access Agreement for two (2) years; and,

NOW, THEREFORE, for and in consideration of the mutual promises and agreements herein contained, it is agreed by and between both PARTIES that such site access will be provided as follows:

1. PROPERTY DESCRIPTION

That site is comprised of one-half (0.50) acre located on the east side of Richardson Drive between D Avenue West and E Avenue West within the PCGC in Auburn, California (hereinafter the "Use Area"), and as shown on the attached Exhibit A. The Parties have inspected the condition of the Use Area and unless otherwise noted in the Use Area Condition Inventory as detailed in Exhibit B, are found to be in satisfactory condition.

2. TERM OF AGREEMENT

- A. The Effective Date is the date upon which the last PARTY signs this Agreement.
- B. The Term of this Agreement shall be for twenty-four (24) months commencing on the Effective Date and expire on the last day of the second (2nd) Agreement year. For the purpose of this Agreement "Agreement Year" means a period of twelve (12) consecutive months beginning with the first calendar month immediately following the Effective Date.
- C. In the event LICENSEE discontinues its use of Use Area for its Senior Community Garden program this Agreement shall immediately terminate.

3. ACKNOWLEDGEMENTS

- A. COUNTY is notifying LICENSEE, and LICENSEE hereby acknowledges that the COUNTY approved a Placer County Government Center (PCGC) Master Plan Update. The update evaluated future needs, uses and availability of portions of the PCGC, including the Use Area. While the Use Area is currently available for use, COUNTY's future need for this area may change. COUNTY makes no commitment or guarantee as to the availability of the Use Area beyond the Term of this Agreement. There may also be activity near the Use Area related to the PCGC Master Plan Update and its implementation. LICENSEE agree and acknowledges that it has reviewed this section, and the entirety of this Agreement, with legal counsel of LICENSEE own choosing, or has knowingly declined the opportunity to do so.
- B. COUNTY is notifying LICENSEE, and LICENSEE hereby acknowledges that a potential construction project is being considered across D Avenue directly north and west of the Use Area. The potential construction project could be approved and construction performed during the LICENSEE's Term for the Use Area. D Avenue is anticipated to remain open, but there could be temporary road closures, noise or other potential impacts associated with development and construction activities.

LICENSEE INITIALS _____

4. USE OF USE AREA

The Use Area shall be used, occupied and maintained exclusively by the LICENSEE program as a gardening program for senior citizens in residing in Placer County. Any permits required by any regulatory agency in order to perform such activities at the Use Area shall be obtained and maintained at the sole expense and responsibility of the LICENSEE.

Consistent with said Senior Community Garden program, the PARTIES agree that LICENSEE shall allocate and assign sites within the Use Area to Program Participants each of whom shall sign an updated Gardening Guidelines Agreement and Application for Membership as shown in Exhibits G and H. LICENSEE may make changes to the Gardening Guidelines Agreement and file an updated copy with COUNTY, provided the changes are not in conflict with this Agreement. While LICENSEE will hold each Program Participant responsible for complying with this Agreement, the COUNTY will hold LICENSEE solely responsible for compliance with the terms and conditions of this Agreement including the following requirements:

- A. Sites, walkways and surrounding paths within the Use Area shall be kept neat and free from weeds.
- B. Organic litter shall be placed on the compost pile, or other designated containers.
- C. Only low toxicity materials such as horticultural oils, insecticidal soaps, neem, bts, and pyrethrin's are permitted. Roundup will only be used on a limited basis.
- D. No unattended watering. Automatic timers shall limit the duration of watering to one (1) hour periods.
- E. No pets of any kind are allowed on the Use Area.
- F. No poisonous or illegal plant materials. No Cannabis sativa L. No new trees may be planted.
- G. No materials, supplies or equipment shall abut or lean against the perimeter fence or the storage shed's interior or exterior walls.

- H. Compost pile shall be maintained in an appropriate manner to facilitate decomposition and reduce odors.
- I. LICENSEE will be responsible for removal of all organic or non-organic waste.

5. MONTHLY FEE

The PARTIES agree that throughout the Term of this Agreement, no monthly fee will be paid for the occupancy and use of the Use Area.

6. ADDITIONAL FEES, CHARGES AND RENTALS

LICENSEE shall pay to COUNTY all additional fees, charges and rentals incurred as a result of:

- A. If COUNTY has paid any sum or sums, or has incurred any obligation or expense, for which LICENSEE has agreed to pay or reimburse COUNTY, or for which LICENSEE is otherwise responsible. Such fees or charges will include but not necessarily be limited to utility hookup fees; utility meter installation costs, or emergency response charges incurred by LICENSEE or by LICENSEE agents, contractors, employees, invitees or Program Participants; or,
- B. If COUNTY is required or elects to pay any sum or sums, or incur any obligation or expense, because of the failure, neglect or refusal of LICENSEE to perform or fulfill any of the promises, terms, conditions or covenants required of it herein; or,
- C. Pursuant to any separate agreement between the PARTIES not contained herein.

LICENSEE obligations pursuant to this Section 6 shall include all interest, cost, damages, and penalties in conjunction with such sums so paid or expenses so incurred by COUNTY, which may be added by COUNTY to any installment of fees and charges payable herein.

7. UTILITIES

COUNTY shall provide water to LICENSEE for irrigation purposes without charge to LICENSEE May 1 through November 15; however, if water consumption exceeds what would customarily be necessary for the use of the Use Area, COUNTY may charge LICENSEE for such excess amount used. No electrical, gas or telecommunications services are available at the Use Area. No water service shall be available November 16 through April 30 of each year. Water may be turned off later at COUNTY's sole discretion. COUNTY reserves the right to notify LICENSEE with a twenty-four (24) hour notice if water may need to be shut off anytime during the period May 1 through November 15. The determination of "customary water usage" shall be made solely by COUNTY.

8. POSSESSORY INTEREST TAXES

LICENSEE's interest in this Agreement may be subject to taxation as a possessory interest in publicly owned property as described in California Revenue and Taxation Code Section 107.6, a copy of which is attached as Exhibit C. For every year that this Agreement is in effect on January 1, LICENSEE may be required to pay possessory interest taxes on or before August 31 of that same year. Failure of LICENSEE to pay any such taxes shall constitute a material breach of this Agreement.

9. MAINTENANCE

- A. Use Area and Use Area Inventory

During the Term, LICENSEE shall perform all maintenance, service, and repairs of the Use Area, including the Use Area Inventory items as listed on Exhibit B. Such responsibilities include, but not limited to, weed control, proper care of trees and shrubs,

and the repair and maintenance of pathways, perimeter fencing and irrigation systems beyond the hose bibs, and the storage shed, including its roof, exterior and interior walls, window, and door. If the storage shed becomes damaged beyond repair, COUNTY will not be required to replace it.

If LICENSEE desires COUNTY and if COUNTY, in its sole determination, has available resources to perform said maintenance deemed to be LICENSEE responsibility, LICENSEE may submit to the COUNTY a request for maintenance services in writing. COUNTY reserves the right to schedule the performance of such maintenance based upon COUNTY's availability of resources. Authorization to perform said maintenance and to bill LICENSEE for all costs, including, but not limited to, labor (one-hour minimum), parts and administrative charges, associated with the requested maintenance, shall be deemed given by the phoned request or by the execution of said written form. Any such charges shall be at the same rate charged to PCGC private tenants for whom similar maintenance is performed.

B. Trash, Litter, Waste and Debris

LICENSEE shall perform daily clean-up of the Use Area for any litter, trash, or debris that is associated with LICENSEE use of the Use Area. LICENSEE shall, at its sole cost and expense, provide a complete and proper arrangement for the adequate sanitary handling and disposal away from the Use Area of all trash, garbage, and other refuse associated with use of the Use Area. Such arrangement shall include, but not be limited to, the use of suitable covered receptacles at the Use Area for such garbage, trash, and other refuse and the removal of said trash, litter, waste and debris away from the PCGC.

Failure to comply with this section may constitute an event of default, and at COUNTY's option, shall be grounds for termination of this Agreement. COUNTY may, at its sole option, without being under any obligation to do so and without thereby waiving such default or termination rights, may conduct such repair, maintenance, or cleaning at the expense of LICENSEE. COUNTY may do so immediately and without notice to LICENSEE in the case of an emergency or regulatory consequence to COUNTY. COUNTY shall bill LICENSEE for such payments made by COUNTY and for any and all expenses incurred by COUNTY in connection therewith, together with interest on the total sum billed, at the rate of ten percent (10%) per annum. If the maximum charge permitted by law is less than the foregoing amount, then the rate shall be such amount determined to be the maximum legal amount. LICENSEE shall pay COUNTY the total amount billed no later than thirty (30) days from the date of such billing.

10. IMPROVEMENTS, MODIFICATIONS AND/OR ALTERATIONS

With the exception of the compost bins that will be installed by LICENSEE, any improvements, modifications, and/or alterations to the Use Area are permitted only with the prior written approval from the COUNTY. LICENSEE shall be required to submit plans and specifications to COUNTY for review. COUNTY may impose any and all reasonable conditions for project approval or may deny the proposal if such project is not in the best interest of the County of Placer and the PCGC Campus.

If a project is approved, LICENSEE shall comply with all applicable local, State and Federal laws, rules and regulations including, but not limited to, the acquisition of appropriate building permits and agency approvals, and shall have sole responsibility for the payment of fees as required for such permits or approvals. If volunteers will be used in conjunction with any approved project, volunteer work forms must be acquired from COUNTY, signed by workers and returned to COUNTY prior to commencement of any work. Any improvements, modifications and/or alterations by LICENSEE shall be in compliance with the Americans with Disabilities Act,

if applicable.

Any approved improvements, modifications and/or alterations to the Use Area shall become the sole and exclusive property of COUNTY, unless otherwise agreed upon in writing. Any and all equipment or improvements that can be removed without damage to the Use Area shall remain the property of the LICENSEE and may be removed by the LICENSEE at any time prior to the expiration or sooner termination of this Agreement.

11. LOCKSETS AND KEYWAYS

LICENSEE shall be responsible for all lock and key work required at the Use Area. At no time, shall the LICENSEE replace these locksets or modify their keyways without first providing COUNTY with new keys or lock combinations for access.

12. PARKING AND COMMON USE AREAS AND FACILITIES

All vehicle parking areas, driveways, entrances and exits thereto, and other facilities furnished by COUNTY in or near the Use Area, including parking areas, pedestrian sidewalks and ramps, landscaped areas, restrooms, and other areas and improvements provided by COUNTY for the general use of the public shall at all times be subject to the exclusive control and management of COUNTY. COUNTY shall have the right from time to time to establish, modify, and enforce reasonable rules and regulations with respect to all facilities within the PCGC.

County will provide a portable bathroom, such as a porta-potty for the length of the initial two-year term. County will not be required to provide portable bathrooms of any kind for any extensions to this Agreement.

13. SIGNS

With the exception of the existing Entrance Sign, as provided by the COUNTY, and the site numbers, planting instructions, and plant descriptions located at the individual sites, no signage or advertisements shall be permitted inside or on the exterior of Premises without prior written approval from the COUNTY. COUNTY reserves the right to remove any unauthorized signs without notice at LICENSEE expense.

14. INSPECTION AND ENTRY

COUNTY shall have the right to enter the Use Area at any reasonable time, and upon reasonable notice to (a) inspect the same, (b) supply any service to be provided by COUNTY hereunder, (c) post notices of non-responsibility. However, in the event of fire, breach of security or emergency, COUNTY shall have the right to force entry at any time.

15. REGULATIONS AND RESTRICTIONS

This Agreement, and rights herein granted, shall be subject to any and all applicable Federal, State, and County rules, regulations, orders and restrictions which are now in force or which may hereafter be adopted by any duly authorized governmental agency with respect to LICENSEE operation at the Premises.

COUNTY reserves the right to, from time to time, amend or supplement the Rules and Regulations contained in Exhibit I. COUNTY shall provide LICENSEE thirty (30) days' written notice of any amendments and/or supplements and will provide an updated copy of the Rules and Regulations. LICENSEE agree to comply with and observe the Rules and Regulations and any amendments or supplements thereto.

16. CASp DISCLOSURE INFORMATION

Certified Access Specialist (CASp) can inspect the Use Area and determine whether the Use Area complies with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Use Area, COUNTY may not prohibit LICENSEE from obtaining a CASp inspection of the Use Area for the occupancy or potential occupancy of LICENSEE, if requested by LICENSEE. The PARTIES shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Use Area.

Repairs or modifications necessary to correct violations of Accessibility Standards that are noted by a CASp inspection are the responsibility of LICENSEE. Said repairs or modifications shall be subject to Section 10 Improvements, Modifications and/or Alterations.

17. INSURANCE

A. LICENSEE shall, at its sole expense, acquire and keep in full force and effect during the entire Term of this Agreement and any extensions or renewals thereof the forms of insurance specified in Exhibit D.

B. Should COUNTY determine that additional insurance is necessary to provide adequate coverage, COUNTY may, at any time, require LICENSEE to replace its current policy with a policy consistent with the requirements provided to LICENSEE pursuant to written notification. Such notice shall be provided to LICENSEE not less than sixty (60) days prior to the date of such required changes to coverage.

C. The PARTIES agree to waive any rights of subrogation which they or their insurer may have against the other, provided such waiver of subrogation can be accomplished without prejudice to the insured's rights and without extra expense, unless any such extra expense is paid by the other PARTY.

D. Failure to comply with this section shall be considered a material default of this Agreement.

18. DEFAULT

LICENSEE shall be in default of this Agreement, if LICENSEE:

A. Fails or neglects to perform, meet or observe any of LICENSEE's obligations under this Agreement and such failure or neglect continues for a period of fifteen (15) days after written notice or demand from COUNTY; or

B. Commits waste, nuisance or unlawful acts on the Use Area or fails to comply with Section 4. Upon such default, COUNTY may, at any time thereafter, take the following action or take action as otherwise provided by law:

COUNTY may declare said Lease Agreement terminated, and re-enter the Premises, to expel, remove and put out LICENSEE or any person or persons occupying said Premises, and may remove all personal property therefrom, without prejudice to any remedies which might otherwise be used for arrears of rent or any breach of terms, conditions and/or covenants, and without liability to any person for damages sustained by reason of such removal.

19. WAIVER OF WARRANTY

COUNTY makes no representation, expressed or implied, as to the operational quality or suitability of the Use Area or to the property's compliance with any applicable building codes or other regulations. LICENSEE agrees to use the Use Area in its "as-is condition."

20. HAZARDOUS MATERIALS

Except as provided in this Section 20, LICENSEE shall not store any quantity of explosives, corrosives, flammables, and/or gases under pressure (except household aerosol products), including, but not limited to, those materials listed in the Proposition 65 list (<https://oehha.ca.gov/proposition-65/proposition-65-list>) without prior written authorization from COUNTY. LICENSEE shall be allowed to store in the storage shed a total of five (5) gallons of pesticides so long as said pesticide or herbicide is labeled with "Caution" on its pesticide label and is stored in a manner complying with any local, State, and Federal laws, regulations, guidelines, codes or ordinances. No pesticide labeled as "Warning", "Danger" or "Danger-Poison" shall be allowed in the Use Area. Pesticide storage areas shall have signage that complies with California Code of Regulations, Title 3, Section 6674 Posting of Pesticide Storage Areas. LICENSEE shall be responsible for all costs incurred in complying with any order, ruling or other requirement of any court or governmental body or agency having jurisdiction over the Use Area which requires LICENSEE to comply with any local, State, and Federal laws, regulations, guidelines, codes or ordinances which relate to said Hazardous Materials. The costs shall include, without limitation, the cost of any required or necessary repair, and/or cleanup or detoxification in the preparation of any closure or other required plan.

LICENSEE Initials _____

21. RELEASE OF LIABILITY

COUNTY shall not be liable for, and is hereby released from, all liability to LICENSEE, or to anyone else claiming under or through LICENSEE, for any loss or damage whatsoever to the Use Area or effects of LICENSEE resulting from the discharge of water or other substances from pipes, sprinklers, conduits, containers, appurtenances thereof or fixtures thereto, regardless of cause or origin, except to the extent caused by the negligence or willful misconduct of COUNTY, its employees or agents.

COUNTY shall also not be expected or required to pay any charge, assessment or imposition, or be under any obligation or liability hereunder with respect to LICENSEE. All loss, costs, expenses and obligations of any kind relating LICENSEE use shall be paid by LICENSEE and LICENSEE shall indemnify, defend, and hold harmless COUNTY from any and all such loss, costs, expenses, and obligations, as provided in Exhibit F Section 13.

If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect to the maximum extent possible and shall in no way be affected, impaired or invalidated.

22. NOTICES

Any notices given under this Agreement shall be in writing and shall be delivered in person, or by certified mail, postage prepaid, and returned receipt requested. An additional copy may be emailed. Changes in contact person or address information shall be made by notice, in writing,

to the other PARTY. Such notices should be addressed as follows:

If to COUNTY:

Placer County, Facility Services Department
Attention: Property Manager
Physical Address: 2855 Second Street
Mailing Address: 11476 C Avenue
Auburn, CA 95603
Telephone: (530) 886-4900
Email: PropMgmt@placer.ca.gov

If to LICENSEE:

Todd Alleckson, Executive Director
Auburn Golden Gardeners, Inc.
12425 Incline Drive
Auburn, CA 95603
Telephone: 530-823-5064
Email: tallecks@yahoo.com

23. REPRESENTATION

LICENSEE hereby acknowledge that it has had the opportunity to review this Agreement with an attorney and has either done so or knowingly declined the opportunity to do so.

24. HOLDING OVER

Any holding over after the expiration of the Term of this Agreement, with the consent of COUNTY, shall be construed to be a use from month-to-month, cancelable upon thirty (30) days' written notice, and upon the same terms and conditions.

LICENSEE Initials _____

25. INCORPORATION OF ADDITIONAL PROVISIONS

Additional contract terms as set forth in Exhibit E – General Provisions and Exhibit F – Licensor Provisions are attached hereto and incorporated herein by this reference as though fully set forth herein.

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IN WITNESS WHEREOF, the COUNTY and LICENSEE have executed this Agreement this date and year as written hereinafter.

AUBURN GOLDEN GARDENERS, INC.

By: _____
Name, Title

Date: _____

By: _____
Name, Title

Date: _____

COUNTY: COUNTY OF PLACER

By: _____
Steve Newsom, Director
Department of Facilities Management

Date: _____

APPROVED AS TO FORM: COUNTY COUNSEL

By: _____

Date: _____

Exhibits:

- Exhibit A: Placer County Government Center Garden Use Area
- Exhibit B: Use Area Inventory
- Exhibit C: California Revenue and Taxation Code
- Exhibit D: Insurance Requirements
- Exhibit E: General Provisions
- Exhibit F: Licensor Provisions
- Exhibit G: Auburn Golden Gardeners, Inc. Gardening Rules and Regulations Agreement
- Exhibit H: Application for Membership
- Exhibit I: Rules and Regulations

PLACER COUNTY GOVERNMENT CENTER GARDEN
USE AREA



USE AREA INVENTORY

		Condition
1.	Irrigation system including hose bibs	<u>Good</u>
2.	Two Entry Gates	<u>Good</u>
3.	Exterior Fencing	<u>Good</u>
4.	Exterior Signage	<u>Good</u>
5.	Storage Shed	<u>Good</u>
6.	Two composite benches	<u>Good</u>
7.		
8.		
9.		

**CALIFORNIA REVENUE AND TAXATION CODE
(As of February 25, 2021)**

State of California

REVENUE AND TAXATION CODE

Section 107.6

107.6. (a) The state or any local public entity of government, when entering into a written contract with a private party whereby a possessory interest subject to property taxation may be created, shall include, or cause to be included, in that contract, a statement that the property interest may be subject to property taxation if created, and that the party in whom the possessory interest is vested may be subject to the payment of property taxes levied on the interest.

(b) Failure to comply with the requirements of this section shall not be construed to invalidate the contract. The private party may recover damages from the contracting state or local public entity, where the private party can show that without the notice, he or she had no actual knowledge of the existence of a possessory interest tax.

The private party is rebuttably presumed to have no actual knowledge of the existence of a possessory interest tax.

In order to show damages, the private party need not show that he or she would not have entered the contract but for the failure of notice.

(c) For purposes of this section:

(1) "Possessory interest" means any interest described in Section 107.

(2) "Local public entity" shall have the same meaning as that set forth in Section 900.4 of the Government Code and shall include school districts and community college districts.

(3) "State" means the state and any state agency as defined in Section 11000 of the Government Code and Section 89000 of the Education Code.

(4) "Damages" mean the amount of the possessory interest tax for the term of the contract.

(Amended by Stats. 1996, Ch. 1087, Sec. 14. Effective January 1, 1997.)

INSURANCE REQUIREMENTS

- I. LICENSEE shall file with COUNTY concurrently with the execution of the Lease Agreement a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-:VII, showing:

A. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

1. Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.
2. If there is an exposure of injury to LICENSEE'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.
3. Each Worker's Compensation policy shall be endorsed with the following specific language:
 - a. Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."
 - b. LICENSEE shall require all CONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation insurance shall be filed forthwith with COUNTY upon demand.
 - c. Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by LICENSEE.

B. GENERAL LIABILITY INSURANCE:

1. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of LICENSEE, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
 - a. Fire Damage Legal Liability Insurance to protect against any liability incidental to the use of the Premises or resulting from any accident occurring in or about the Premises. LICENSEE shall also provide All Risk Property Insurance for any tenant improvements installed by LICENSEE. Such coverage shall be an amount equal to the value of the tenant improvements.

- b. Contractual liability insuring the obligations assumed by LICENSEE in this Agreement.

2. One of the following forms is required:

- a. Comprehensive General Liability;
- b. Commercial General Liability (Occurrence); or
- c. Commercial General Liability (Claims Made).

- i. If LICENSEE carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- (1) One million dollars (\$1,000,000) each occurrence
- (2) Two million dollars (\$2,000,000) aggregate

- ii. If LICENSEE carries a Commercial General Liability (Occurrence) policy:

- (1) The limits of liability shall not be less than:

One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)

- (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

- iii. Special Claims Made Policy Form Provisions:

LICENSEE shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

- (1) The limits of liability shall not be less than:

- (a) One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- (b) Two million dollars (\$2,000,000) General Aggregate

- (2) The insurance coverage provided by LICENSEE shall contain language providing coverage up to one (1) year following the expiration of the term in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

D. ENDORSEMENTS: Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

1. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as an additional insured with respect to liability arising out of ownership, maintenance or use of the premises leased to LICENSEE."
2. "The insurance provided by named insured, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
3. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

E. AUTOMOBILE LIABILITY INSURANCE: Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

Tenant shall require contractors, subcontractors, and volunteers to carry Automobile Liability insurance that is acceptable to County.

II. ADDITIONAL REQUIREMENTS:

- A. Premium Payments - The insurance companies shall have no recourse against COUNTY and funding agencies, or their respective officers and employees for payment of any premiums or assessments under any policy issued by a mutual insurance company.
- B. Policy Deductibles - LICENSEE shall be responsible for all deductibles in all of LICENSEE's insurance policies. The amount of deductible for insurance coverage required herein should be reasonable and subject to COUNTY's approval.
- C. LICENSEE's Obligations - LICENSEE's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.
- D. Verification of Coverage - LICENSEE shall furnish COUNTY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this exhibit. All certificates and endorsements are to be received and approved by COUNTY before occupancy commences. However, failure to obtain the required documents prior to occupancy shall not waive LICENSEE's obligation to provide them. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- E. Material Breach - Failure of LICENSEE to maintain the insurance required by this agreement, or to comply with any of the requirements of this exhibit, shall constitute a material breach of the entire agreement.

GENERAL PROVISIONS

Wherever the term "SECOND PARTY" is used herein, it shall have the same meaning as "TENANT" or "LICENSEE" in the Agreement to which this exhibit is attached.

1. ENTIRE AGREEMENT.

This Agreement and any attachments hereto constitute the sole, final, complete, exclusive and integrated expression and statement of the terms and conditions of the agreement among the PARTIES hereto concerning the subject matter addressed herein, and supersede all prior negotiations, representations or agreements, oral or written, that may be related to the subject matter of this Agreement.

2. AMENDMENTS.

No revision or amendment to this Agreement shall be valid unless made in writing and signed by duly authorized representatives of all PARTIES.

3. FURTHER ASSURANCES.

From time to time, either PARTY, at the request of the other PARTY, and without further consideration, shall execute and deliver further instruments and take such other actions as the requesting PARTY may reasonably require to complete more effectively the transactions contemplated by this Agreement.

4. TIME OF THE ESSENCE.

Time is of the essence with respect to the obligations to be performed under this Agreement.

5. SUCCESSORS IN INTEREST.

The covenants herein contained shall apply to and bind the successors and assigns (to the extent assignment is permitted) of the PARTIES hereto.

6. STATUS OF EMPLOYEES.

All persons performing services for SECOND PARTY in the Premises or Use Area shall be solely employees or contractors of SECOND PARTY and not employees of COUNTY, except those persons expressly and directly employed by COUNTY. Furthermore, SECOND PARTY is not an agent of COUNTY.

7. CONSTRUCTION AND INTERPRETATION.

It is agreed and acknowledged by the PARTIES that the provisions of this Agreement have been arrived at through negotiation, and that each of the PARTIES has had a full and fair opportunity to review the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

8. CAPTIONS.

The captions in this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section or paragraph of this Agreement. All references to section numbers refer to sections in this Agreement.

9. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which when affixed together shall constitute but one and the same instrument.

10. SEVERABILITY.

The invalidity of any term or provision of this Agreement as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof. Each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11. WAIVER.

The failure of any PARTY to insist upon strict performance of any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any right or remedy that said PARTY may have, and shall not be deemed a waiver of said PARTY's right to require strict performance of all terms, covenants, and conditions thereafter, nor a waiver of any remedy for the subsequent breach of any of the terms, covenants or conditions.

12. FORCE MAJEURE.

If any PARTY hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, or other cause without fault and beyond the control of the PARTY obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

13. LEGAL JURISDICTION.

The PARTIES hereto expressly agree that this Agreement shall be governed by, interpreted under and construed and enforced in accordance with the laws of the State of California. Venue for any disputes shall be the Superior Court for the State of California, in Placer County. The PARTIES hereby waive any federal court removal rights and/or original jurisdiction rights that they may have.

14. AUTHORITY OF DIRECTOR.

The Director of the Department of Facilities Management, or designee, shall administer this Agreement on behalf of COUNTY. Unless otherwise provided herein or required by applicable law, the Director shall be vested with all rights, powers, and duties of COUNTY hereunder.

15. AUTHORITY OF EXECUTION.

Each person executing this Agreement on behalf of a PARTY represents and warrants that such person is duly and validly authorized to do so on behalf of the entity which it purports to bind and, if such PARTY is a partnership, corporation or trustee, that such partnership, corporation or trustee has full rights and authority to enter into this Agreement and perform all of its obligations hereunder.

LICENSEE Initials _____

LICENSOR PROVISIONS**1. COMPLIANCE WITH LAWS.**

The LICENSEE agrees not to use or permit the use of the Use Area in any illegal manner or conduct any activity in or around the Use Area in violation of federal, state, or local laws, rules, or regulations.

2. IMPROVEMENTS AND ALTERATIONS.

Any improvements and/or alterations to the Use Area will require prior review and approval by COUNTY, which may be withheld for any reason. The LICENSEE shall comply with all local, state and federal laws, rules, and regulations, including, but not limited to, obtaining appropriate permits and agency approvals, and shall have sole responsibility for the payment of fees as required for such permits or approvals. Any improvements and/or alterations by the LICENSEE shall be in compliance with the Americans with Disabilities Act of 1990.

3. AMERICANS WITH DISABILITIES ACT.

The LICENSEE acknowledges that it is aware of the provisions and requirements of the Americans with Disabilities Act (ADA) of 1990 and is hereby notified that the Use Area may not comply with all of the provisions of the ADA. By execution of this Agreement, LICENSEE acknowledges and agrees that it is LICENSEE's sole responsibility to determine the suitability of the Use Area for its intended use. LICENSEE's compliance with ADA guidelines shall apply to LICENSEE's use of the Use Area, to any signage associated with LICENSEE's use of the Use Area, and to any improvements and/or alterations to the Use Area made by LICENSEE. In case any claim, action, or proceeding is brought against LICENSEE or COUNTY in regard to compliance with the ADA, which is caused in whole or in part by LICENSEE, its agents, employees, contractors, clients, or invitees, LICENSEE shall defend, indemnify and hold COUNTY harmless, as provided for in the Indemnification and Hold Harmless Section of this Agreement.

In case any action or proceeding is brought against LICENSEE or COUNTY in regard to compliance with ADA which is caused by LICENSEE's use, COUNTY reserves the right, at its sole discretion, to give LICENSEE a fifteen (15) day written Notice of Termination. LICENSEE shall indemnify COUNTY for all damages and actual costs incurred by COUNTY, including, but not limited to, staff time, attorney fees, litigation costs, or any other expenses sustained by COUNTY as a result of such action or proceedings.

4. HAZARDOUS MATERIALS.

LICENSEE shall not bring, keep, use, generate, or dispose of on the Use Area any substance, material, and/or waste that is or becomes regulated or classified as hazardous or toxic under any federal, state, or local laws or regulations. The hold harmless and indemnification provisions set forth below apply to any claims, losses, and/or liabilities associated with any such hazardous or toxic substance, material, and/or waste.

5. WASTE.

The LICENSEE shall not commit, or cause to be committed, any waste upon the Use Area, or any nuisance or other act or thing which may disturb the quiet enjoyment of any persons near the Use Area.

6. ASSIGNMENT AND SUBLETTING.

LICENSEE shall not assign, transfer, mortgage, pledge, hypothecate, or encumber this Agreement or any interest therein, or, if a tenant, sublet the Premises, without the prior written consent of COUNTY, which may be withheld for any reason.

7. SURRENDER.

Upon expiration or termination of this Agreement, LICENSEE agrees to remove all personal property and to surrender the Use Area as it existed at the commencement of the Term of this Agreement, except for reasonable wear and tear caused by the ordinary operation of LICENSEE's use of the Use Area.

8. FREE FROM LIENS.

The LICENSEE shall keep the Use Area free from any liens arising out of any work performed, material furnished, or obligation incurred by the LICENSEE.

9. ATTORNMEN

The LICENSEE shall attorn to any party succeeding to COUNTY's interest in the Use Area and recognize that party as the licensor under this Agreement, provided such party acquires and accepts the Use Area subject to the terms, conditions and covenants of this Agreement.

10. SUBORDINATION.

This Agreement, at COUNTY's option, shall be subject and subordinate to all ground or underlying leases which now exist or may hereafter be executed affecting the Use Area, and to the lien of any mortgages or deeds of trust in any amount now or hereafter placed on or against the Use Area, or on or against COUNTY's interest or estate therein, or on or against any ground or underlying lease, without the necessity of the execution and delivery of any further instruments by the LICENSEE to effectuate such subordination.

11. ESTOPPEL.

Within thirty (30) days after the LICENSEE's receipt of a written request from COUNTY, the LICENSEE shall execute and deliver to COUNTY or COUNTY's designee, a written statement: (1) certifying this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (2) acknowledge that there are not, to the LICENSEE's knowledge, any uncured defaults on the part of COUNTY hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by a prospective purchaser, assignee, or encumbrancer of the Premises. The LICENSEE's failure to deliver such Estoppel Certificate within said thirty (30) day time period shall result in a conclusive presumption that: (1) this Agreement is in full force and effect, without modification except as may be represented by COUNTY, provided COUNTY delivers written proof of said modification, (2) there are no uncured defaults in COUNTY's performance, (3) not more than one month's rent has been paid in advance, and (4) the LICENSEE has no right of offset, counter-claim or deduction against rent.

12. CONDEMNATION.

Condemnation, or transfer in lieu thereof, of all or a portion of the Use Area, rendering the same unfit for the purpose for which leased/licensed, shall cause this Agreement to cease and determine upon the date when the LICENSEE shall be actually required to yield possession of the Use Area to the condemning authority, and all liabilities of the LICENSEE accruing subsequent to such date shall cease. The LICENSEE hereby assigns to COUNTY its rights to any and all damages for property taken by condemnation, or transferred in lieu thereof, and all such damages shall be payable to COUNTY.

13. INDEMNIFICATION AND HOLD HARMLESS.

The LICENSEE hereby agrees to protect, defend, indemnify, and hold COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Agreement. The LICENSEE agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the LICENSEE. The LICENSEE also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against the LICENSEE or the COUNTY or to enlarge in any way the LICENSEE's liability but is intended solely to provide for indemnification of COUNTY from liability for damages or injuries to third persons or property arising from the LICENSEE's performance pursuant to this Agreement. As used in this section, the term COUNTY means Placer County or its officers, agents, employees, and volunteers. This section shall survive expiration or termination of this Agreement.

14. EMERGENCY CONTACT FORM.

Upon execution of this Agreement, LICENSEE shall complete and return to COUNTY the standard County Emergency Contact Form. LICENSEE shall update the information as necessary.

LICENSEE Initials _____

Auburn Golden Gardeners, Inc.
Gardening Rules and Regulations Agreement



Member		Growing Season 2021
Garden Site #	Auxiliary Area within the Common Area #	Victory Garden #
<p>Introduction</p> <p>The garden ("Garden") is a sanctuary for seniors to garden and learn together to produce healthy, fresh foods for their families and the community, while nurturing and protecting the natural environment. The Garden consists of three sections:</p> <ul style="list-style-type: none"> (1) 30 numbered sites and connecting paths; (2) Victory Garden (formerly known as the Master Gardeners Demonstration Garden); and (3) the Common Area (remainder of the fenced area not included in (1) or (2)). <p>The success of the Garden depends on Members contributing to the maintenance of the Common Area and/or the Victory Garden in addition to gardening in the numbered sites. Members are encouraged to become involved. There are many ways to contribute, for example, a Member may join a committee, do volunteer work (such as planting, weeding, pruning, mowing), or make other forms of donations (such as monetary, gardening supplies, fertilizer, soil amendments, plant donations).</p> <p>I. Membership Privileges</p> <ul style="list-style-type: none"> 1. Anyone who is a Member in good standing of the Auburn Golden Gardeners, Inc. ("AGG") may receive permission to garden, based upon availability. Refer to Section III. <p>II. Member Responsibilities</p> <ul style="list-style-type: none"> 1. Members must actively maintain their numbered site year-round, either by plantings, using a cover crop or other means of weed abatement. If the site is not planted by the end of May, the Member agrees to remediation to meet this goal or the site will be reassigned. Refer to Section VI.1. 2. Members are responsible for the year-round maintenance (including weed control) of their site's surrounding pathways. Four-foot-wide paths are necessary between sites. Walkways need to be level and obstacle free for all to use. 3. Poisonous or illegal plant material will not be permitted. Cannabis Sativa is not permitted. Trees and large perennials may not be planted in sites. When in doubt, contact the Board. All fruit trees and large perennials planted in numbered sites prior to the date of AGG incorporation, July 28, 2020, may remain. 4. It is AGG's intention to protect the natural environment by actively discouraging the growth of invasive species. See the Invasive Plant and Weed Appendix for a list of invasive plants in our area which are not permitted. Some are less aggressive than others and may be permitted, as listed. When in doubt, contact the Board. 5. No smoking, vaping, or loud music (or other disruptive activity) is permitted in the Garden. 6. Cooperate with your neighbors so that tall plants in one garden don't shade another. Do not pick produce, flowers, or other plant material from your neighbors' site. Only pick what you plant. 7. Family members or friends may help Members with their gardening but must be accompanied by the Member, are subject to these same rules and regulations and are the responsibility of the Member. Minors must be supervised at all times. Should a Member desire 		

- a Family member or friend tend their garden when they are unavailable, such a person must sign the AGG waiver (available from the AGG Secretary).
8. No pets (other than recognized service animals) of any kind, leashed or unleashed, are allowed.
 9. Some tools are provided for sharing. Please treat them as if they were your own and return them in clean, working order.
 10. Power tools are permitted. You may only bring and use tools you know how to operate safely into the Garden. AGG's Lessor and AGG are not responsible for personal injuries.
 11. AGG is not responsible for personal property at the Garden.
 12. Plant material may be placed in the compost piles according to the posted guidelines. Please don't put bones, meat, dairy products or weeds in compost bins. Put trash and weeds in designated areas.
 13. Water carefully. Do not waste water. Be sure to turn off faucets as soon as you finish watering. No unattended watering. No untrenched flood irrigation. Timers in good working order are permitted. No leaking hoses or fittings.
 14. No raw manure may be used. Manure must be aged at least 1 year before entering the Garden.
 15. Any pesticide use must conform with the following:
 - a. Only low toxicity materials, such as horticultural oils, insecticidal soaps, neem, Bt, copper spray, iron phosphate snail bait and spinosad are permitted. The use of Roundup, Carbaryl (Sevin), and Corry's Slug bait is not permitted in the Garden. If in doubt, please consult with the Board.
 - b. Only products labeled for homeowner use may be used.
 - c. Application must be strictly in accordance with label directions as to amount, protective gear, application instructions, etc.
 - d. Except for a partner who should observe the spraying from a safe distance, no one is allowed in the area when spraying is occurring. Any partners must also wear the appropriate protective gear. Do not spray in winds over 5 miles per hour.
 - e. Reentry instructions on the label must be respected. If you leave before the reentry period is complete, post your site as having been sprayed. Signs must show the date of spraying, material sprayed, and when reentry is allowed.
 16. The use of this property is limited to gardening activities. No signs are allowed on County property. Any person placing signs on County property may lose permission to garden and all signs are subject to immediate removal. Educational or plant labeling signs are permitted.
 17. Members are expected to behave respectfully toward other users of the Garden, including the general public. Engaging in aggressions or acts of hostility will result in the immediate revocation of your permission to enter the Garden.
 18. If you experience any threatening or intimidating behavior, call Placer County Dispatch at 530-886-5375. If your safety is at risk or in the case of an emergency, call 9-1-1.
 19. The Garden is open to Members from dawn to dusk.
 20. Be sure the gates and shed are locked, if you are the last one to leave the Garden.

III. Numbered Site Allocation

1. One numbered site per Member, as available.
2. The Member whose signature appears on this Gardening Rules and Regulations Agreement is ultimately responsible for compliance with these rules and regulations for the assigned site.
3. Sites are allocated on a twelve-month basis from November 1 to October 31.
4. Members must complete and sign this AGG Gardening Rules and Regulations Agreement for each gardening year.
5. Members in good standing have the option to renew their AGG membership each year and retain permission to garden in their existing site or choose another, unassigned, site. In the

event that multiple AGG members want the same unassigned site, a lottery system will be used to determine the assignment.

6. The AGG will maintain a waiting list of Members and Prospective Members for numbered sites. The list will be ordered by date of application, with AGG members having priority by date of membership. Members and Prospective Members will be contacted by list order as sites become available (first come, first served). If the Member or Prospective Member does not respond and select a site within four (4) days of being contacted, the next person on the list will be contacted.
7. Members who relinquish their membership and permission to garden in a numbered site may not directly transfer any privileges of membership to anyone else, including family and friends.

IV. Victory Garden and Common Area

1. The use of the Victory Garden and Common Area shall be determined by the Board.

V. Management Transition

1. Upon AGG signing a lease with Placer County, current gardeners, defined as gardeners having been given permission to garden by the Placer County Representative prior to AGG signing a lease (list to be provided to AGG) ("Current Gardeners"), shall have 30 days from the time they are contacted by the Representative to join AGG in order to:
 - a. request permission to garden in the numbered site previously assigned to them by Placer County; and
 - b. request permission to garden specific areas within the Common Area which were previously gardened by that Current Gardener prior to the date of AGG incorporation, July 28, 2020.

Current Gardeners joining AGG after 30 days from signing of the lease, may receive permission to garden based on numbered site availability.

2. The Placer County Representative shall have the responsibility to contact the Current Gardeners informing them of the transition of management to the AGG immediately after the AGG signs a lease.
3. Current Gardeners may not transfer any privileges granted to them by Placer County prior to AGG signing a lease with the County to any person, including family and friends.

VI. Enforcement, Remediation, Abandonment

1. Failure to abide by these Gardening Rules and Regulations Agreement may result in revoking a Member's permission to use the Garden. Prior to such a revocation, the Member may request a remediation plan of up to 45 days, as determined by the Board. The AGG or Placer County will not be liable for the value of any unharvested crops or plants, structures, personal property, or equipment that a Member may lose in the event of such a revocation or abandonment.

By signing below, Member agrees and accepts these terms of the AGG Gardening Rules and Regulations Agreement.

Signature

Date

Auburn Golden Gardeners, Inc.
Gardening Rules and Regulations Agreement
Invasive Plant and Weed Appendix



Prohibited Invasive Plants and Weeds

Below are two documents from UC Davis that list invasive plants which are not permitted in the Garden:

<http://www.redbud-cnps.org/pdf/invasives-you-shouldnever%20plant.pdf>

http://ipm.ucanr.edu/PMG/weeds_all.html

Exceptions

There are some plants on these lists that are currently in the Garden and haven't been a problem. These will be specifically allowed by enumerating them below:

1. Common Fig
2. Foxglove
3. Groundcherry, Tomatillo
4. Culinary Mustards
5. Sunflower
6. Yarrow, other than common white

The list may be amended by the Board.

Auburn Golden Gardeners, Inc.
Application for Membership



Applicant	Phone
Address	Email
Emergency contact name	Emergency contact phone
<p>Terms of Membership</p> <p>Membership in the Auburn Golden Gardeners, Inc. ("AGG") is subject the following continuing obligations:</p> <p><u>Acknowledgement of AGG Bylaws</u></p> <p>Applicant acknowledges membership in AGG is subject to the current Bylaws of the AGG (available from AGG Secretary upon request), and any duly amended and ratified subsequent versions. The Bylaws provide that membership is limited to persons of age 55 years or older having one or more of the objectives of AGG (as specified in the Bylaws).</p> <p><u>Execution of Gardening Rules and Regulations Agreement</u></p> <p>Applicant understands that in order to participate as a gardener at any AGG managed garden ("AGG Garden"), Applicant will be required to execute the current AGG Gardening Rules and Regulations Agreement of the AGG (available from AGG Secretary upon request), and any duly amended and ratified subsequent versions.</p> <p><u>Payment of Dues</u></p> <p>Payment of dues are required upon membership in the AGG. Applicant acknowledges (from Bylaws):</p> <ol style="list-style-type: none"> 1. Members pay dues annually. 2. Members can be removed from membership by the Board of Directors for failure to pay dues in a timely fashion as determined by the Board of Directors. Membership may be reinstated upon payment of delinquent dues; however, any privileges of memberships may be adjusted accordingly. 3. Members joining mid-season will have their dues adjusted/applied to the subsequent season as determined by the Board of Directors. 4. Changes to the amount of the dues will be recommended by the Budget and Finance Committee to the Board of Directors and ratified by the Members. <p><u>Accident Waiver and Release of Liability</u></p> <p>In consideration for being granted permission to participate in the activities of the Auburn Golden Gardeners, Inc. ("AGG"), including participate as a gardener at any AGG managed garden ("AGG Garden"), I, the Applicant, hereby agree for Applicant and for Applicant's personal representatives, heirs and next of kin:</p> <ol style="list-style-type: none"> 1. To release, discharge, waive and relinquish any and all claims, actions or causes of action against AGG, its board of directors, officers, agents, the owner, lessor, manager of any AGG Garden, its board of directors, officers, its commissions, departments, boards, agents, 	

employees, representatives, contractors or subcontractors, or their employees (herein referred to collectively as "Releasees") for personal injury, property damage or wrongful death occurring to the Applicant arising as a result of participating in gardening or any activities incidental thereto wherever or however the same may occur and for whatever period said activities may continue, and the Applicant does for Applicant, Applicant's heirs, executors, administrators and assigns hereby release, waive, discharge and relinquish any claims, actions or causes of action, aforesaid, which may hereafter arise for Applicant and for Applicant's estate, and agrees that under no circumstances will Applicant or Applicant heirs, executors, administrators, and assigns present or prosecute any claim for personal injury, property damage or wrongful death against AGG and Releasees, whether the same shall arise by the negligence of any of said persons or otherwise.

2. To assume full responsibility for and risk of bodily injury or property damage incurred by Applicant arising either directly or indirectly from participation in the AGG Garden. This includes food safety risks that may be caused by pre-existing, or subsequently occurring, soil, water and/or air contamination, or risks due to chemical usage by other gardeners, whether or not the chemicals in question were allowed by the AGG Gardening Rules and Regulations.

3. Expressly acknowledge that the permission granted hereunder is freely revocable by AGG and in view of such fact, Applicant expressly assumes the risk of making any expenditure in connection with this permission, even if such expenditures are substantial. Without limiting any indemnification obligations of Applicant or other waivers contained in this permission and as a material part of the consideration for this permission, I fully release, waive and discharge forever any and all claims, demands, rights and causes of action against and covenants not to sue, the Releasees, under any present or future laws, statutes, or regulations, including but not limited to, any claim for inverse condemnation or the payment of just compensation under the law of eminent domain, or otherwise at equity, in the event AGG exercises its right to revoke or terminate this permission.

4. In the event the granted permission to participate as a gardener hereunder is terminated by AGG, Applicant acknowledges that Applicant will not be a displaced person at the time this permission is terminated or revoked or expires by its own terms, and Applicant fully releases, waives and discharges forever any and all claims, demands, rights and causes of action against and covenants not to sue, AGG and Releasees, under any present or future laws, statutes, or regulations, including, without limitation, any and all claims for relocation benefits or assistance from AGG and Releasees under federal and state relocation assistance laws.

5. Expressly acknowledge and agree that the permission granted hereunder does not take into account any potential liability of AGG for any consequential or incidental damages including, but not limited to, any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages and liabilities of any kind arising out of disruption to my uses hereunder. AGG and Releasees would not be willing to give this permission in the absence of a complete waiver of liability for consequential or incidental damages due to the acts or omissions of Releasees, and Applicant expressly assumes the risk with respect thereto. Accordingly, without limiting any indemnification obligations of Applicant or other waivers contained herein and as a material part of the consideration for this permission, Applicant fully releases, waives and discharges forever any and all claims, demands, rights, and causes of action against, for consequential and incidental damages (including without limitation, losses arising out of disruption to Applicants uses) and covenants not to sue for such damages, Releasees, and all persons acting by, through or under each of them, arising out of Applicant's participation as a gardener, the permission granted by AGG, or the uses authorized hereunder, including, without limitation, any interference with uses conducted by me pursuant to this permission, regardless of the cause, and whether or not due

to the negligence of Releasees, except for the gross negligence or willful misconduct of AGG or Releasees.

6. IT IS THE INTENTION OF APPLICANT BY THIS ACCIDENT WAIVER AND RELEASE OF LIABILITY TO EXEMPT AND RELIEVE AGG AND RELEASEES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE. The Applicant for Applicant, Applicant's heirs, executors, administrators or assigns, agrees that in the event any claim for personal injury, property damage or wrongful death shall be prosecuted against the AGG and Releasees the Applicant shall indemnify, defend, and save harmless the same AGG and Releasees from any and all claims or causes of action by whomever or wherever made or presented for personal injuries, property damage or wrongful death. Applicant acknowledges that Applicant has read this Accident Waiver and Release of Liability and is fully aware of the legal consequences of signing the within instrument. The Applicant also acknowledges that Applicant is aware of and assumes all risks in using the AGG Garden for gardening. To the extent that the Applicant participates in such activities, Applicant does so voluntarily, and Applicant assumes full responsibility for any loss and/or inconvenience resulting from an injury to Applicant and/or property damage resulting therefrom.

7. Applicant additionally agrees to execute reasonable, updated Accident Waiver and Release of Liability necessitated by changes in laws or regulations, Releasees, and/or AGG/Releasee insurance providers.

By signing below, Applicant agrees and accepts these terms of membership in the AGG.

Signature

Date

RULES AND REGULATIONS

1. LICENSEE shall complete an Emergency Information Form upon execution of their Agreement and shall update the information on said form as necessary. Information shall include LICENSEE Information and Emergency Notification.
2. PCGC is a smoke-free campus effective September 27, 2018 with the adoption of Ordinance No. 5922-B (Article 8.12 of Chapter 8 of the Placer County Code). Smoking is only permitted in the interim smoking area on Richardson Drive until June 2021.

"Smoking" is defined to mean the inhaling, exhaling, or burning of any lighted, heated, or ignited cigar, cigarette, cigarillo, pipe, hookah, electronic smoking device or any plant product intended for human inhalation, whether the item is natural or synthetic and whether or not it contains nicotine. This includes e-cigarettes.
3. LICENSEE shall submit a detailed list of any Hazardous Materials used or stored in the leased Premises. The list shall include the name, quantity, usage and storage of the Hazardous Material(s). The list shall be updated and kept current by the LICENSEE for the duration of the Agreement.
4. The sidewalks, halls, passages, exits, entrances, elevators and stairways shall not be obstructed by any of the tenants or used by them for any purpose other than for ingress and egress from their respective Use Area.
5. All garbage and refuse shall be kept in such containers and such locations as COUNTY shall from time to time specify and shall be placed outside the Use Area for collection in the manner and at the times and places specified by COUNTY.
6. LICENSEE shall conduct its business in a quiet and orderly manner so as not to create unreasonable noise or noise unrelated to the use for which the Premises were leased. No loud, objectionable, unseemly or disturbing noises or visual effects shall be permitted.
7. LICENSEE and LICENSEE's employees shall park their vehicles in areas designated from time to time by the COUNTY, or in areas designated to be used for public parking. LICENSEE will also comply with all parking and traffic controls (signs, barriers, etc.) provided by the COUNTY.
8. The plumbing facilities shall be used solely for the purpose for which they are constructed, and no foreign substance of any kind shall be thrown therein. The expense of any breakage, stoppage, or damage resulting from a violation of this provision by LICENSEE employees, agents, Program Participants, contractors, or invitees shall be borne by the LICENSEE. Using drainage fixtures for waste matter such as non-water-based paints, toxic or hazardous substances, or grease-laden material are examples of these violations.
9. LICENSEE shall confine all odors to the Premises and in no event shall cause or permit air pollution, soil or ground water contamination, obnoxious or foul odor. Ordinary use pursuant to this Lease Agreement shall not violate this rule.

10. LICENSEE shall not mark, drive nails, screw or drill into, penetrate, paint, or in any way deface the exterior walls, roof, foundations, bearing walls, columns, or pillars without the written consent of the COUNTY. The expense of repairing any damage resulting from a violation of this rule shall be borne by the LICENSEE.
11. LICENSEE shall not bring into or keep within PCGC any animals or birds without the prior written consent of COUNTY. LICENSEE shall not feed any local animals within PCGC, particularly cats.
12. COUNTY reserves the right to exclude or expel from the Use Area any person who, in the judgment of COUNTY, is intoxicated or under the influence of alcohol or drugs, or who shall in any manner do any act in violation of any of the rules and regulations of the Use Area.
13. COUNTY shall have the right, exercisable without notice and without liability to LICENSEE, to change the name and street address of the Use Area as a part.
14. LICENSEE and LICENSEE officers, agents and employees shall not disturb, solicit, or canvass any occupant of the PCGC and shall cooperate to prevent same.
15. LICENSEE and LICENSEE officers, agents and employees shall observe all security regulations/instructions issued by COUNTY or any security procedures of COUNTY.
16. All loading and unloading of goods and removal of refuse shall be performed only at times, in the areas, and through the entrances designated by the County of Placer, Department of Facilities Management. The delivery or shipping of merchandise supplies and fixtures shall be subject to COUNTY's reasonable rules and regulations.
17. LICENSEE shall not use the public areas outside the Use Area for their own private use. These areas shall be reserved for use by the public.
18. COUNTY reserves the right to adopt and enforce rules and regulations applicable to Use Area and to PCGC, and, from time to time, to amend or supplement such rules and regulations. In the event of any conflict between these or any modified rules and regulations and the Agreement, the terms and provisions of the Agreement shall prevail.
19. If COUNTY determines certain violations of the rules and regulations by LICENSEE to cause a license violation, COUNTY shall have the rights set forth in Section 18 Default of the Agreement.

LICENSEE Initials _____